

Arent, Fox, Kintner, Plotkin & Kahn

RECORDATION NO. 14223B
Filed & Recorded

Washington Square 1050 Connecticut Avenue, N.W.

Washington, D.C. 20036-5339

JAN 15 1987 3-05 PM

INTERSTATE COMMERCE COMMISSION

John D. Hushon
(202) 857-6296

RECORDATION NO. 14223C
Filed & Recorded

JAN 15 1987 3-05 PM

January 15, 1987

JDH-87/013

Secretary, INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sirs:

I enclose for recordation in accordance with 49 U.S.C. §11303 three executed and notarized originals of each of the following three documents:

1. First Amendment to Security Agreement (TEP-IVA);
2. Second Amendment to Security Agreement (TEP-IVB);
3. Second Amendment to Security Agreement (TEP-IVC).

The names and addresses of the parties to the above documents are as follows:

TEP IVA:

Grantor: PLM Transportation Equipment Partners IVA,
a California limited partnership; and
PLM Investment Management, Inc.
50 California Street
Suite 3300
San Francisco, California 94111
Attn: General Counsel

Secured
Party:

Citicorp Industrial Credit, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528
Attn: Equipment Finance Division

RECORDATION NO. 14223A
Filed & Recorded

JAN 15 1987 3-05 PM

INTERSTATE COMMERCE COMMISSION

7-015A055

No.

JAN 15 1987

Date

Fee \$ 30.00

ICC Washington, D.C.

ICC OFFICE OF
THE SECRETARY

JAN 15 2 59 PM '87

NOTICE OPERATING UNIT

C. Arent
Adam S. Kahn

Secretary
January 15, 1987
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TEP IVB:

Grantor: PLM Transportation Equipment Partners IVB,
a California limited partnership; and
PLM Investment Management, Inc.
50 California Street
Suite 3300
San Francisco, California 94111
Attn: General Counsel

Secured
Party: Citicorp Industrial Credit, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528
Attn: Equipment Finance Division

TEP IVC:

Grantor: PLM Transportation Equipment Partners IVC,
a California limited partnership; and
PLM Investment Management, Inc.
50 California Street
Suite 3300
San Francisco, California 94111
Attn: General Counsel

Secured
Party: Citicorp Industrial Credit, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528
Attn: Equipment Finance Division

The Security Agreements which are amended by the above documents have been previously recorded with the ICC as follows:

1. Security Agreement to TEP IVA at file 14059-E.
2. Security Agreement to TEP IVB at file 14059-F.
3. Security Agreement to TEP IVB at file 14059-G.

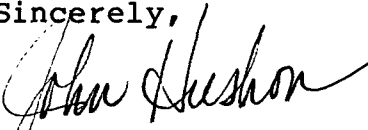
A filing fee of \$30.00 is enclosed. I would appreciate your filing one counterpart of each of the foregoing documents under the provisions of 49 U.S.C. §11303 and

Secretary
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Page Three

stamping the additional two copies of each of the documents
for return to the parties to this transaction.

We would also appreciate your returning a stamped copy
of this transmittal letter, which is enclosed.

Sincerely,



John D. Hushon

Enclosures

RECORDATION NO. 14223-B Filed & Recd.

FIRST AMENDMENT TO
SECURITY AGREEMENT (TEP IVC)

JAN 15 1987 3-05 PM

INTERSTATE COMMERCE COMMISSION

This First Amendment to Security Agreement (the "Amendment") is made as of October 1, 1986 by and among PLM Transportation Equipment Partners IVC, a California limited partnership ("PLM"), PLM Investment Management, Inc., a California corporation ("IMI") (PLM and IMI being hereinafter jointly referred to as "Grantor"), and Citicorp Industrial Credit, Inc., a Delaware corporation ("CIC"), and amends that certain Security Agreement dated as of December 28, 1983 between Grantor and CIC.

RECITALS

1. Grantor and CIC entered into a Security Agreement dated as of December 28, 1983 (the "Security Agreement"), pursuant to which Grantor granted to CIC a security interest in certain then owned and subsequently acquired property of Grantor defined in the Security Agreement as the "Collateral".

2. Grantor and CIC now desire further to amend certain terms of the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises contained herein, Grantor and CIC agree that the Security Agreement is hereby amended by changing the section reference contained within SECTION 14 of the Security Agreement from Section 5.02(e) to Section 5.02(d). Except as specifically provided herein, the Security Agreement shall continue in full force and effect.

Each of the parties hereto represents that this Amendment has been duly authorized, executed and delivered by such party and is enforceable against such party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

PLM TRANSPORTATION EQUIPMENT
PARTNERS IVC

By: PLM FINANCIAL SERVICES, INC.,
Managing General Partner

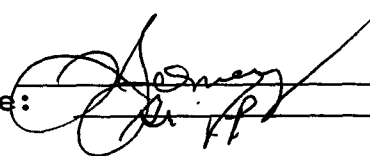
By: 

Title: _____

By: PLM, INC., Co-General Partner

By:

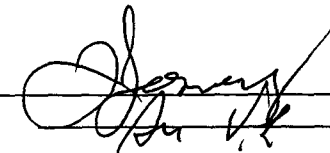
Title:

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PLM INVESTMENT MANAGEMENT, INC.

By:

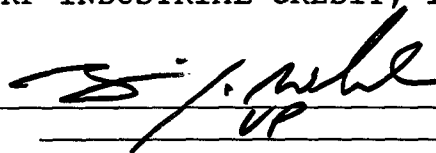
Title:

A handwritten signature in dark ink, appearing to be "J. J. Jones", written over two horizontal lines.

CITICORP INDUSTRIAL CREDIT, INC.

By:

Title:

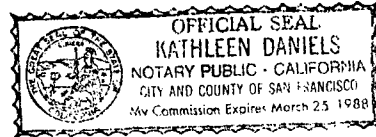
A handwritten signature in dark ink, appearing to be "S. J. Puhle", written over two horizontal lines.

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On this 10 day of November, 1986,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Herbert D. Montgomery,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person who executed the within
instrument on behalf of the partnership and acknowledged to me
that the partnership executed it.

WITNESS my hand and official seal.

Kathleen Daniels
Notary Public in and for said State



STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On this 10 day of November, 1986,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Herbert D. Montgomery,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person who executed the within
instrument on behalf of the partnership and acknowledged to me
that the partnership executed it.

WITNESS my hand and official seal.

Kathleen Daniels
Notary Public in and for said State

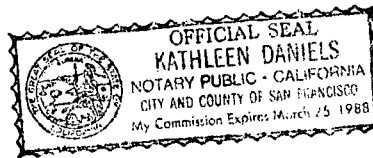


STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On this 10 day of November, 1986,
before me, Kathleen Daniels, the undersigned Notary
Public, personally appeared Herbert D. Montgomery,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person who executed the within
instrument as ^{vice} ~~president or secretary~~ or on behalf of the
corporation therein named and acknowledged to me that the
corporation executed it.

WITNESS my hand and official seal.

Kathleen Daniels
Notary Public in and for said State



STATE OF NEW YORK)
) ss.
COUNTY OF Westchester)

On this 8th day of January, 1987, before
me, Robert R. Goldberg, the undersigned Notary Public,
personally appeared Brian J. Whalen,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person who executed the within
instrument as president or secretary or on behalf of the
corporation therein named and acknowledged to me that the
corporation executed it.

WITNESS my hand and official seal.

ROBERT R. GOLDBERG
Notary Public, State of New York
No. 31-4690571
Qualified in New York County
Commission Expires March 30, 1987

Robert R. Goldberg
Notary Public in and for said State